IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.792 OF 2003
IN
SUMMARY SUIT NO.1860 OF 2003

Raghubans Nath Kanwar Plaintiff

versus

Lotus Enterprises and another Defendants

Mr.Ramesh Kukreja i/by Kukreja & Co. for plaintiff

Mr.Bhalwal i/by Vyas & Bhalwal for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 18th July 2005

PC :

1. The summary suit is filed by the plaintiff against first defendant in it's capacity as a Drawer and defendant no.2 in it's capacity as Acceptor of Bills of Exchange. On demand, Bill of Exchange was executed on 11th May 2000. The said bill of exchange was presented for acceptance to defendant no.2 and it has accepted the same. Another bill of exchange for the same amount is also executed on 21st July 2000. In para 5 of the plaint it is pointed out that since bills of exchange could not be honoured in time

by the defendants, they sought extension and agreed to pay interest. According to the plaintiff, this request was accepted and the Bills of Exchange were renewed. However, after the period came to an end, they were presented for payment on 9th August 2000 and 19th October 2000, but they were dishonoured by the second defendant. Although notice of dishonour was waived, bills of exchange were presented to defendant no.1 but it also failed and neglected to remit the amount. Accordingly, advocate's notice was sent on 17th February 2003 but since the same was not complied with, present summary suit is filed to recover the amounts under the bills of exchange along with interest @ 18% p.a..

2. An affidavit in reply is filed by the defendants and the same is containing only denials. In the affidavit, the contention is raised about this Court not having territorial jurisdiction and that there is no agreement for payment of interest. The claim of interest is denied in toto.

3. After hearing Mr.Kukreja and Mr.Bhalwal and perusing the relevant rules, in my view, interest of justice would be served if conditional leave

to defend is granted to the defendants. Accordingly, on defendants depositing a sum of Rs.1.00 lakh (Rs.One lakh only) in this Court within a period of eight weeks from today, conditional leave to defend the suit. Suit shall transferred to the list of commercial causes with usual directions of written statement, inspection and discovery. Needless to state that if the amount is not deposited, further consequences in law would follow.

(S.C.DHARMADHIKARI, J.)